

4

1 PROBER & RAPHAEL, A LAW CORPORATION  
2 LEE S. RAPHAEL, ESQ., #180030  
3 DIANA TORRES-BRITO, ESQ. #163193  
4 NOEMI PADILLA, ESQ. #343367  
5 P.O. Box 4365  
6 Woodland Hills, California 91365-4365  
7 (818) 227-0100  
8 (818) 227-0101 facsimile  
9 Attorneys for Movant  
10 CIG FINANCIAL  
11 C.283-020

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

In re Bk. No. 23-21005  
LARRY DALE BUTLER, JR., DCN: PPR-1  
Debtor. CHAPTER 7

Hearing-  
Date: June 8, 2023  
Time: 10:00 A.M.  
Place: U.S. Bankruptcy Court  
501 I Street, Suite 3-200  
Sacramento, CA 95814  
Dept. E, Courtroom 33  
Judge: Hon. Ronald H. Sargis

DECLARATION IN SUPPORT OF CIG FINANCIAL'S  
MOTION FOR RELIEF FROM AUTOMATIC STAY

I, Michelle Doan, declare and state:

1. As to the following facts, I know them to be true of my own personal knowledge and if called upon to testify in this action, I could and would testify competently to the following facts personally known to me to be true. I am an employee of CIG FINANCIAL, which is the moving party herein ("Movant"). I am familiar with this case and the facts herein and am authorized to make these statements on behalf of Movant. I have reviewed the loan

1 service records of CIG FINANCIAL before making these statements. The loan service records  
2 are kept within the normal course of business by CIG FINANCIAL, at or near the time of the  
3 event, which is noted or memorialized. As to any statements re: equity or lack of equity  
4 contained within this Declaration, which are made upon information and belief, these  
5 statements are made after examination of the loan file and after consideration of the following  
6 factors:  
7

- 8 1) The loan to value ratio;
- 9 2) Amount of arrearages

10 2. Larry Dale Butler, Jr. ("Debtor") is an individual and the Chapter 7 Debtor  
11 herein.

12 3. Nikki B. Farris has been appointed as the Chapter 7 Trustee in the instant  
13 bankruptcy. By the virtue of his position as Chapter 7 Trustee, Nikki B. Farris may hold title  
14 to the subject property in that capacity. To the extent that relief sought herein is granted, Nikki  
15 B. Farris should be bound by any such judgment.

17 4. On March 30, 2023, Debtor filed a Petition under Chapter 7 of the Bankruptcy  
18 Code.

19 5. Prior to the filing of the petition, on November 27, 2020, Debtor made, executed  
20 and delivered a Retail Installment Contract ("Contract") in the original amount of \$30,229.16  
21 to Movant or its predecessor which bears interest as specified therein. The original Contract is  
22 held by Movant and a copy is attached hereto as **Exhibit "A"** and is incorporated by reference.

24 6. The indebtedness evidenced by the Contract is secured by a security interest in a  
25 **2017 Mercedes Begle, VIN 4JGDA5HB5HA976701** ("the Vehicle") as evidenced by an  
26 Certificate of Title, filed with the Department of Motor Vehicles, State of California. A copy  
27

28 Declaration in Support of Motion

1 of the Certificate of Title is attached hereto as **Exhibit “B”** and incorporated herein by  
2 reference.

3 7. As of April 18, 2023, the outstanding Obligations are:

Unpaid Principal Balance	\$25,941.74
Unpaid, Accrued Interest	\$ 1,425.81
Dees Due	\$ 90.00
Late Charges Due	\$ 170.15
Minimum Outstanding Obligations	\$26,627.70

8 8. In addition to the other amounts due to Movant reflected herein, as of the date  
9 hereof, in connection with seeking the relief requested in the Motion, Movant has also incurred  
10 \$831.00 in legal fees and costs. Movant reserves all rights to seek an award or allowance of such  
11 fees and costs in accordance with applicable loan documents and related agreements, the  
12 Bankruptcy Code and otherwise applicable law.

13 9. The following chart sets forth the number and amount of payments due pursuant  
14 to the terms of the Note that have been missed by the Debtor:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
1(partial payment)	11/16/2022	11/16/2022	\$680.06	\$680.06
5	12/16/22	04/16/2023	\$680.68	\$3,403.70
Late Charge Due: \$170.15				NSF: \$90.00
				<b>Total: \$4,343.91</b>

21 10. Interest continues to accrue as set forth in the Contract.

22 11. Movant has performed each and every act required by the terms of the contract.

23 12. Movant has elected to initiate proceedings to dispose of the Vehicle with respect  
24 to the subject Contract; however, Movant is precluded from proceeding to commence said  
25 actions to dispose of subject vehicle during the pendency of this Bankruptcy.

27 ///

28 Declaration in Support of Motion

13. The commercially reasonable value of the Vehicle is approximately \$22,600.00, as indicated in the NADA, attached hereto as **Exhibit "C"** and made a part hereof.

14. Notwithstanding the Reaffirmation Agreement cover sheet filed by Debtor on 03/30/23 (Document #10 on the Court's Docket) Movant did not agree to reaffirm the debt.

I declare under penalty of perjury under the laws of the United States of America the foregoing to be true and correct.

Dated this 28 day of April, at Irvine, CA  
*City and State*

By   
Name: Michelle Doan  
Title: Bankruptcy Specialist